Add NE Logo

**Standard Contract for Goods and/or Services - Order Form**

|  |  |
| --- | --- |
| 1. **Purchase Order Number**
 | To be confirmed on award of contract |
| 1. **Customer**
 | Natural England, Cherry Lodge Farm, Shrewton, SP3 4ET |
| 1. **Contractor(s)**
 | **Insert** *Contractor’s name, registered address (if registered), and registration number (if registered)* |
| 1. **Defra Group Members**
 | The following Defra Group members will receive the benefit of the Deliverables:Natural England |
| 1. **The Agreement**
 | This Order is part of the Agreement and is subject to the terms and conditions referenced at Appendix 1 and shall come into effect on the Start Date.Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions. The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):1. this Order;
2. the terms and conditions at Appendix 1; and
3. the remaining Appendices (if any) in equal order of precedence.
 |
| 1. **Deliverables**
 | **Applicable Deliverables**  | **Goods Only:**[ ] **Services Only:**[x] **Good and Services:**[ ]  |
| **Goods** | None |
| **Services** | As set out in Appendix 2 – Specification/DescriptionTo be performed at ***the Contractor’s premises*** Date(s) of Delivery: *to be delivered by 31/03/2025* |
| 1. **Start Date**
 | *03/09/2024* |
| 1. **Expiry Date**
 | *31/03/2025* |
| 1. **Charges**
 | The Charges for the Goods and/or Services shall be as set out in Appendix 3 – Charges. The Charges are fixed for the duration of the Agreement.  |
| 1. **Payment**
 | ***Payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice*** Payments will be made to ***[Insert payment method(s) and necessary details]*** |
| 1. **Contractor’s Liability Cap (Clause 13.2.1)**
 | A sum equal to £5,000,000. |
| 1. **Customer’s Authorised Representative(s)**
 | For general liaison your contact will continue to be Stevie Upton stevie.upton@naturalengland.org.uk or, in their absence, Stuart Hales stuart.hales@naturalengland.org.uk |
| 1. **Contractor’s Authorised Representative**
 | For general liaison your contact will continue to be [**Insert *contract manager name and contact details***] or, in their absence, [**Insert *secondary name and contact details***]. |
| 1. **Optional Intellectual Property Rights (“IPR”) Clauses**
 | Intellectual property rights are as described in the terms and conditions. |
| 1. **Progress Meetings and Progress Reports**
 | The Contractor shall provide the Customer with progress reports every 1 month. |
| 1. **Address for notices**
 |

|  |  |
| --- | --- |
| **Customer:** | **Contractor:** |
| Natural EnglandCherry Lodge FarmShrewton SP3 4ETAttention: Dr Stevie UptonEmail: stevie.upton@naturalengland.org.uk | [**insert *nameand address of Contractor*]**Attention: **[insert *title***]Email: [**insert *email address***] |
|  |

 |
| 1. **Key Personnel of the Contractor**
 | For the purposes of the Agreement: ***All policies and procedures are as set out in Natural England’s terms and conditions.*** |
| 1. **Procedures and Policies**
 |  |
| 1. **Special Terms**
 |  |
| 1. **Additional Insurance**
 |  |
| 1. **Further Data Protection Provisions**
 | The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below:**Yes:**[ ] **No:**[x]  |

|  |  |
| --- | --- |
| Signed for and on behalf of the **Customer** | Signed for and on behalf of the **Contractor**   |
| Name: Stevie Upton Reserves Manager, Wiltshire NNRs | Name: [**Insert** name][**Insert** job title] |
| Date:  | Date: |
| Signature: | Signature: |

**Appendix 1: Terms and Conditions**

The Customer’s Standard Good & Services Terms and Conditions which can be located on the [Natural England Website](https://eur05.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gov.uk%2Fgovernment%2Forganisations%2Fnatural-england%2Fabout%2Fprocurement&data=05%7C01%7Cdaniel.lavender%40dlapiper.com%7Ce61b389c5e15470f278e08dbcc060e37%7Ce855e7acc54640d299f7a100522010f9%7C1%7C0%7C638328098969691096%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=ymInFtzabvMF3T9or361i03D%2B4kyuzgt8T5CzJeS7Gc%3D&reserved=0) and which are called ‘Standard Goods & Services Terms and Conditions’

**Appendix 2: Specification/Description**

Specification of Requirements

Natural England exists to secure a healthy natural environment for people to enjoy, where wildlife is protected and England’s traditional landscapes are safeguarded for future generations.

Pewsey Downs National Nature Reserve (NNR) is one of the finest remaining areas of Wiltshire’s iconic chalk downland habitat. The site is a Special Area of Conservation (SAC) for its orchid rich grassland and one of the few remaining sites where the internationally important early gentian can be found. It is also part of the larger Pewsey Downs Site of Special Scientific Interest (SSSI).

Changes in the site condition at Pewsey Downs NNR have necessitated a new management plan incorporating changes to the site grazing regime. To date grazing has been predominantly by cattle from spring through autumn, with sporadic winter sheep grazing. Introduction of more regular winter sheep grazing is proposed across the site as a whole. In addition, an eight year rotation of hard sheep grazing in late winter/early spring is intended to address encroachment of upright brome and decline in forb species richness. These changes must be made in a way that also maintains vital marsh fritillary habitat at a size adequate for the ongoing viability of the Pewsey Downs metapopulation.

For the protection of both designated habitat and species, it is vital to monitor site condition and identify whether significant changes in habitat condition are occurring. We are therefore seeking a power analysis to determine the variables for which it would be possible to identify such change, and the minimum resurvey effort needed to achieve this. Your proposal should set out how you intend to deliver a power analysis in the context of the site goals.

Pre-existing survey data will be made available to the successful contractor. Your proposal should make reference to key variables that might prove suitable for monitoring. A final list will be agreed between the successful contractor and NNR staff.

The project outcome will comprise a report which should set out the variables identified as most suitable for monitoring changes in condition, the number of plots necessary to identify significant change, and the frequency with which resurvey will be required for each variable. It will also provide suggestions on field survey design and map potential survey locations.

Aims: to understand the survey effort required to detect potential change following implementation of a new grazing management regime at Pewsey Downs NNR and to explore potential survey designs for a baseline survey.

Objectives:

1. Undertake a power analysis to determine the level of monitoring required.
2. Provide suggestions for field survey design and map potential survey locations.

**Appendix 3: Charges**

**Appendix 4: Processing Personal Data**

|  |  |
| --- | --- |
|  |   |
| **Vegetation Monitoring Power Analysis** |
| **Contract:** |
| **Date:** | **[XXXX]** |
| **Description of authorised processing** | **Details** |
| Identity of Controller and Processor for each category of Personal Data |  |
| Subject matter of the processing |   |
| Duration of the processing |   |
| Nature and purposes of the processing |   |
| Type of Personal Data |   |
| Categories of Data Subject |   |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data |  |
| Locations at which the Contractor and/or its subcontractors process Personal Data under this Agreement |  |
| Protective Measures that the Contractor and, where applicable, its subcontractors have implemented to protect Personal Data processed under this Agreement against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach |  |